

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

IN RE: Joshua T Duffy,	:	
Debtor	:	
_____	:	
	:	Chapter 13
Emily Duffy,	:	No.: 20-14149-mdc
Movant	:	
v.	:	
	:	
Joshua T Duffy,	:	
Respondent/Debtor	:	

**OBJECTION OF EMILY DUFFY TO CONFIRMATION OF
DEBTOR'S CHAPTER 13 PLAN OF REORGANIZATION**

Emily Duffy ("Movant"), by and through her Counsel at Ross, Quinn & Ploppert, P.C., hereby objects to the confirmation of Debtor's Chapter 13 Plan, and in support thereof, avers as follows:

BACKGROUND

1. Debtor Joshua Duffy filed a voluntary petition for relief under Chapter 13 of Title 11, United States Code, on October 19, 2020.
2. On August 9, 2018, prior to the bankruptcy case, Movant Emily Duffy filed a divorce action in the Montgomery County Court of Common Pleas against Joshua Duffy. The case is docketed at 2018-19943.
3. On July 29, 2019, an agreed upon property settlement agreement was read into the record by Master Gordon M. Mair.
4. Among the obligations of the Parties, the record reflects that "...Joshua Duffy shall be responsible for payment of all student loan debt titled in his name, whether cosigned by Emily Duffy or not, and shall indemnify and hold Emily Duffy harmless therefrom."

5. Furthermore, the record reflects that the property settlement agreement states that “...Should Joshua Duffy be in default of any such student loan debt payment in excess of five days from the due date, the parties acknowledge that Emily Duffy shall have the right to file a petition for contempt with the Court.” See Exhibit “A” for Relevant Portion of the Transcript

6. On August 28, 2019, the divorce decree was entered.

RELIEF REQUESTED

7. Debtor’s proposed Chapter 13 Plan pays a pro rata distribution to allowed unsecured claims.

8. Movant Emily Duffy is a co-debtor on student loan claim nos. 1, 6, 7, 8, and 9, totaling \$29,960.76.

9. Movant has been notified she is now in default of her student loan obligations and has derogatory information upon her credit report as a consequence.

10. Debtor’s proposed plan pays a small dividend to the claims and violates the property settlement agreement.

11. Debtor’s proposed plan clearly puts Debtor in arrears on the student loans and Emily Duffy shall have the right to file a petition for contempt..

12. Moreover, Debtor’s proposed plan deprives Debtor’s children of precious financial resources if Emily Duffy has no choice but to pay the joint student loan debt monthly in order to preserve her credit due to Debtor’s pro rata plan merely paying a small sum to claims 1, 6, 7, 8, and 9.

WHEREFORE, Emily Duffy respectfully requests that confirmation of the Debtor’s Plan be denied, and for such other relief as this Court deems appropriate.

ROSS, QUINN & PLOPPERT, P.C.

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